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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

MYSORE DISTRICT.

Abstract Notification dated 12th August 1933.

The attention of the public is invited to the detailed notification, dated the 12th August 1933, re the supply of rations to the Departmental elephants stationing at Mysore, during September 1933, published on page 1043 of Part VI of the *Mysore Gazette*, dated 17th August 1933.

C. A. JADBAR,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification, dated 7th August 1933.

It is hereby notified for general information that sealed tenders will be received till 4 P.M. on 6th September 1933, for the carting of 2,831 Balagi poles from Agumbe to Shimoga in the Shimoga Division during the year 1933-34. For full particulars, please refer to the detailed Notification, dated the 7th August 1933, advertised on pages 1022 and 1023, Part VI of the *Mysore Gazette*, dated 17th August 1933.

MOHAMED PIR,
District Forest Officer.

KADUR DIVISION.

Notification, dated 23rd August 1933.

It is hereby notified for general information that the exclusive right of collecting the Cinnamon leaves for distilling oil in all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved Lands and Plantations during the year 1933-35, will be sold by public auction by the District Forest Officer or any other officer deputed by him for the purpose on the dates and at the places noted below:—

Name of Division	Name of Range or Taluk comprised	Place of sale	Date of sale
Kadur Division	Mudgere Taluk	Range Office, Mudgere	15th September 1933.

Note.—The auction will commence at 2 P.M. Defaulters on account of previous leases will not be permitted to bid.

1. Each bidder, before he is permitted to bid, should furnish to the sale conducting officer a solvency certificate from the Amildar of the Taluk in the form prescribed by Government in regard to his solvency and its extent and deposit a sum of Rs. 50 as earnest money with the sale conducting officer; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount including the deposit already paid together with the local cess at 0-1-0, education cess at 0-0-6 and railway cess at 0-0-6 per rupee on the entire sale amount failing which the right will be resold at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

2. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the former to accept or reject any bid without assigning any reason therefor.

3. Within a week from the date of intimation of the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 50 (fifty) or one-fourth of the sale amount whichever is less for each Taluk as security deposit towards the due fulfilment of the contract. This will be in the shape of Savings Bank Deposit pledged to the District Forest Officer. He shall also pay within that period of one week the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value (procured at his cost) accepting the above terms and those specified below failing which, the amount already paid will be forfeited to Government and the right resold at his risk as noted in para 1 *supra*. The security deposit or the balance thereof as may remain over, shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

4. The following are the further conditions to which the contractor should bind himself:—

- (a) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.
- (b) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.
- (c) That no operations shall take place in the forest after sunset or before sunrise.
- (d) That the removal of the leaves is done by the hand and not by billhooks.
- (e) That not more than five stills are opened in the Range.
- (f) That the site of the still first located with the previous permission of the Range Officer is not changed to any other place during the working season.
- (g) That the required quantity of fuel is cut and removed on prepaid licenses only from the plot selected and marked by the Range Officer.
- (h) That no damage will be caused to the trees while collecting the leaves. Any such damage will be assessed by the Range Officer subject to the approval of the District Forest Officer. The District Forest Officer's decision in the assessment of damages will be final and the assessed damages will be recovered from the Security Deposit of the contractor.
- (i) That for breach of any or all of the conditions of the contract by the contractor or his agents, employees or workmen, the contract shall be null and void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of deposit and resell the right or work departmentally at the risk of the contractor as in clause (1) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

Note.—Interest at 9 per cent per annum will be levied on all arrears of amounts which

Notification, dated 23rd August 1933.

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned forests of the Kadur Division for the year 1933-34, will be sold by public auction by the District Forest Officer, Kadur Division, at 2 P.M. on the dates and at the places noted below :—

Name of Range	Name of Forest	Bamboos		Place and date of sale
		Big	Small	
Koppa	Devadan State Forest	7,500	15,000	District Forest Office, Chikmagalur, on 14th September 1933.
	Basavankote do	10,000	15,000	
	Halasur do	9,500	10,000	
	Basti do	10,000	15,000	
Kadur	Doddenagudda District Forest	4,000	4,000	Forest Range Office, Mudgere, on 15th September 1933.
Mudgere	Sargode State Forest	7,500	20,000	

1. Each bidder shall deposit Rs. 25 with the sale conducting officer and the deposits of the unsuccessful bidders will be returned after the sale.

2. The sale is subject to the confirmation of the Conservator of Forests who reserves to himself the power of accepting or rejecting any bid without assigning any reason therefor.

3. The highest bidder shall deposit twenty-five per cent of the lease amount including the deposit already made immediately the sale is concluded together with the Local, Railway and Education Cesses at two annas per rupee on the full sale amount. If he fails to do so, the produce will be resold at his risk in which case, he shall not participate in any profit arising therefrom, but on the other hand, shall be liable for any loss that may thereby be caused to Government, which will be recovered as an arrear of land revenue.

4. The successful purchaser or lessee shall pay the balance of the lease amount in full within a week from the date on which the intimation of confirmation is given to him, failing which, the amount deposited or the whole amount paid already, as the case may be, will be forfeited to Government and the right resold subject to the conditions stipulated in para 3 *supra*.

5. The lessee shall sign the agreement binding himself to observe the following conditions and it shall be executed within a week from the date on which the confirmation of the sale may be intimated to him; in default, the money paid by him will be forfeited to Government and the right disposed of by resale at his risk as defined in paras 3 and 4 *supra*. The lessee shall not be allowed to enter the forest and cut bamboos until he has executed the agreement and paid the full amount.

Conditions.

- (a) The bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a "permit to remove" is issued. Removal without such permits will be an offence to be dealt with according to law.
- (b) The lessee shall not cut bamboos outside the limits of the block to which the lease refers nor exploit immature clumps less than two years old.
- (c) The lessee will be personally responsible for the acts of his agents or servants or coolies in the business of collection and removal of bamboos and for preventing and cutting of clumps under two years, by himself, his agents, servants or coolies.
- (d) The lessee shall not sell the right purchased by him to other person or persons or appoint any agent or agents to work for him, without obtaining the previous permission, in writing, of the District Forest Officer.
- (e) The lessee shall collect and remove the full quantity purchased from the limits of the forest before the end of June 1934. No permission will be granted for any cutting and collection of bamboos after the 30th June 1934.
- (f) The lessee shall accept the minimum quantity fixed in the notification as available in the block or area concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period, he will pay for the excess quantity at auction sale rates.
- (g) The lessee shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.
- (h) The lessee will be held responsible for the occurrence of any fire within the forest if there is sufficient ground for the Forest Department to suspect that it was caused by his negligence or by that of his employees.

- (i) Neither the lessee nor his employees shall enter the forest either before sunrise or after sunset.
- (j) The lessee shall, soon after the sale is confirmed, deposit Rs. 100 (one hundred only) as security for the due fulfilment of the conditions of the lease. In the event of the breach of any of the above conditions, the money deposited as security shall be forfeited to Government in whole or in part as the Conservator of Forests may decide and the lease liable to be cancelled.

6. The sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise of the rights of the villagers.

Notification, dated 23rd August 1933.

It is hereby notified for general information that the right of collecting and removing the canes in the forests of Koppa and Mudgere Ranges, for two years ending 30th June 1935 subject to the exercise of rights of the villagers, will be sold by the District Forest Officer, Kadur Division at Mudgere Range Office, on the 15th September 1933.

1. The sale will commence at 2 P.M., on the 15th September 1933.
2. Defaulters on account of previous leases will not be permitted to bid.
3. The intending bidders have to deposit Rs. 25 as earnest money with the sale conducting officer, before they are allowed to bid in the sale, and the earnest money so deposited will be returned soon after the close of the sale, except that of the successful bidder in whose case the amount will be remitted to the Treasury by the sale conducting officer towards one-fourth of the sale amount.
4. The collection period shall extend till the end of June 1935.
5. The successful bidder shall, immediately after the sale, pay one-fourth of the sale amount together with Local Cess at one anna per rupee, Railway Cess at six pies in the rupee and Education Cess at six pies in the rupee on the entire amount of sale. In default, the right will be resold at his risk. If the deficit amount is not paid, it will be recovered as arrears of Land Revenue.
6. Within fifteen days of the information of the confirmation of the sale, the accepted bidder shall pay the balance of lease amount in full and enter into an agreement on a duly stamped paper binding himself to the conditions specified hereunder.
6. The sale is subject to the confirmation by the District Forest Officer or the Conservator of Forests as the case may be.
8. The lessee shall deposit a sum of Rs. 50 for the fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.
9. The collection period lasts for two years from 1st July 1933 to 30th June 1935.

Conditions.

- (1) Canes should be extracted without injuring the roots of the clump. Tender canes should, under no circumstances, be extracted.
- (2) At least three shoots in a clump should be left to foster the growth of the cane.
- (3) The purchaser, his agents or servants shall not injure any trees or other forest produce in the way of collecting canes.
- (4) The purchaser shall be held responsible for the acts of his agents or servants in the business of collection.
- (5) The purchaser shall not sublet the contract without permission from the District Forest Officer.
- (6) Coolies employed by the purchaser must take permits from the Range Officer, when they enter the State Forest or reserved lands for the collection of the produce.
- (7) The produce should be removed from the limits of the Taluk before the 30th June 1935.
- (8) The purchaser shall be held personally responsible for the occurrence of any fire in the State Forest, if there is sufficient ground for the Department to learn that it has been caused by his negligence or by the act of his employees.

In the event of the breach of any of the conditions specified above, the sale is liable to be cancelled, all the produce collected shall be confiscated and a fine not exceeding Rs. 25 in each case shall be imposed by the District Forest Officer.

Notification, dated the 23rd August 1933.

It is hereby notified for general information that the right of collecting and removing Muthaga leaves from all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations in the undermentioned Taluks of the Kadur Forest Division from 1st July 1933 to 30th June 1935 will be sold by public auction, Hobliwar or Talukwar, by the Range Officer concerned on the dates and at the places noted below. The sale is subject to the confirmation of the Conservator of Forests, Shimoga, or the District Forest Officer, Kadur Division, as the case may be.

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

2. The auction will commence at 2 p.m. and if it is not concluded on the same day will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he deposits with the sale conducting officer an earnest money in cash or currency note of Rs. 5 which, in the case of all unsuccessful bidders, will be duly returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Conservator of Forests in Shimoga or the District Forest Officer who however, have the discretion of accepting or rejecting the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, immediately after the close of the sale, pay one-third of the full sale amount together with the Local Education and Railway cesses on the entire sale amount at Re. 0-1-0, Re. 0-0-6 and 0-0-6, respectively.

7. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

8. If the purchaser fails to pay up the sale amount and cesses in the manner indicated above, the sale will be cancelled and a resale will be held at his risk and he will be liable to make good to Government any loss that may accrue which will be recoverable as arrears of land revenue, under section 79 of the Forest Regulation, but shall not participate in any profit that may result. Further, all money paid by him shall be forfeited to Government.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute a mutchalika on a stamped paper of proper value, procured at his own cost and also furnish a security deposit of Rs. 25 or one-tenth of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank deposit. In default, either to execute the agreement or to furnish the required security deposit or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the two-thirds of the original sale amount which will be recovered as an arrear of land revenue or any other law in force for the time being.

10. The balance of the two-thirds of the sale amount shall be paid in two equal instalments as follows.—

1st January 1934.

1st do 1935.

In default to pay these instalments on due dates, the sale will be cancelled and other risks referred to above will be enforced.

Name of Taluk	Place of sale	Date of sale
1. Chikmagalur	Sandal Koti, Chikmagalur	13th September 1933
2. Kadur	Forest Depot, Kadur	11th do do
3. Mudgere	Forest Range Office, Mudigere	15th do do
4. Koppa	Travellers' Bungalow, Koppa	12th do do

Further conditions to be entered in the agreement;—

(a) The lessee, his maistries or servants shall not lop or cut or injure any tree or branches more than one finger thick on the plea of collecting leaves and a fine of Rs. 5 will be levied per tree damaged.

(b) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the leaves.

(c) The lessee shall work out the lease himself and not transfer or sublet it to others

(d) The coolies employed by the lessee or sub-lessee must take permits by the Range Forest Officer when they enter State Forests.

(e) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the leaves under his signature. In the latter case, each load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the forest Range Officer. The duplicate copies will be sent to the Range Forest Officer on the day on which license or pass is issued. When the books are completed the same should be returned to the Range Officer.

(f) The lessee or sub-lessee, his agents or mastries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forest in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under Forest Regulation irrespective of any action that may be taken under the contract.

(g) Neither the lessee or sub-lessee nor his employees shall enter the State Forest either before sunrise or after sunset.

(h) The lessee or sub-lessee is responsible for the acts of his agents or servants in the business of collection and transport.

(i) The Department is at liberty to issue licenses for the free removal of leaves for *bona fide* purposes, and also issue licenses for the purchasers (petty) at Re. 0-0-6 per head load, as contemplated in G. O. No. G. 5613-15--Ft. 156-31-2, dated the 12th January 1932.

(j) Power is vested in Forest Department to permit free removal of Muthaga leaves on head-loads by indigent classes by issue of permits by the Range Officers also wherever necessary as in the case of Thupra leaves.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part, or both these penalties will be enforced at the discretion of the District Forest Officer. In the case of mere forfeiture of the deposit amount in part or in full, the difference will be made good immediately by the contractor and if not, the lease will be cancelled and resold at the risk of the purchaser, who will be liable for any loss which will become recoverable, as an arrear of land revenue, but shall not participate in any profits.

Notification, dated 27th August 1933.

Notice is hereby given that sealed tenders will be received in the Office of the District Forest Officer, Kadur Division, Chikmagalur up to 4 P.M., on the 22nd September 1933 for the carting of timber from Basavanakote and Devadan State Forests to Hebbe Depot as detailed below during the year 1933-34.

Name of coupe	Particulars of timber to be carted	Remarks
Basavanakote Working Circle Coupes Nos. I to IV.	6,000 c.ft. of Mathi logs	The approximate distance from the coupes to Hebbe Depot is about 22 miles.

1. The contract will run up to the end of the official year, i. e., the 30th June 1934.

2. The tender must be accompanied by a deposit of Rs. 50 (rupees fifty) in currency notes as earnest money, without which the tender will be rejected. Covers containing the tender should be addressed to the District Forest Officer, Kadur Division, Chikmagalur, duly registered, insured and superscribed "Tender for the carting of timber from Basavanakote and Devadan State Forests." The tender will be opened by the District Forest Officer at 4 P.M., on 22nd September 1933 in the presence of such of the tenderers as may be present.

3. The final acceptance of any tender will rest with the Conservator of Forests who does not bind himself to accept the highest or any tender or to assign any reason whatsoever for rejecting the same.

4. The acceptance of any tender will be duly communicated to the successful tenderer and the earnest money of other tenderers will be returned to them.

5. The successful tenderer shall execute a bond on a proper stamped paper embodying the terms enumerated here below within a week of the receipt of the orders and shall deposit in the Government Savings Bank a sum of Rs. 100 as earnest money for the due fulfilment of the terms of the contract. The deposit referred to here shall also include the earnest money referred to in para 2 *supra*.

Conditions:

- (a) One-half of the contracted quantity should be carted to Hebbe Depot by the 15th February 1934 and the remaining by the end of April 1934. Failure on the part of the contractor to cart the timber as noted above will entail the forfeiture of the whole or such portion of the security as the District Forest Officer may deem fit. If the carting work of the contractor is slack in the opinion of the District Forest Officer, and if it is deemed by him that the contractor is not likely to discharge his obligations, the District Forest Officer will be at liberty to at once cancel the contract, forfeit the security and make other arrangements for the carting of timber.
- (b) No timber should be removed from the Forest without obtaining a passport from the Forest Range Officer, or such other forest subordinate duly authorised by him.
- (c) All timber for which passport has been obtained should be delivered to the Depot at the latest within one month of the issue of such pass. Any timber not reaching the Depot within the above period will be treated as lost and the value thereof recovered at the Depot rates from the contractor from the amount of the next bill due to him.
- (d) In the matter of different kinds of timber from time to time, the contractor shall abide by the instructions of the Range Officer.
- (e) During the currency of his contract the contractor shall not take up any other similar contract.
- (f) The Range Officer at the beginning of each period mentioned in clause (a) will inform, in writing, the contractor the quantity of timber available for carting.
- (g) The contractor shall abide by the rules of the Department as regards kindling of fires and hold himself responsible for any offence committed by him or his agents, employees or cartmen.
- (h) The security furnished will be returned to the contractor three months after the expiry of the contract period if the whole or any portion of it is not forfeited to Government by the violation of the terms of the contract and after the District Forest Officer has satisfied himself that no timber is outstanding against the contractor.
- (i) Payments will be made by cheques once in every month on the bills compiled by the Range Officer concerned. Rules regarding the elimination of pies and annas will be observed as per standing orders.

K. REVANNA,
District Forest Officer.

CHITALDRUG DISTRICT.

Abstract Notification, dated 3rd—4th August 1933.

The attention of the public is drawn to this office detailed Notification, dated 3rd August 1933, regarding the sales of fuel coupes in the District for 33-34, commencing from 4th September 1933, published on pages 1041-42, Part VI of the *Mysore Gazette*, dated 17th August 1933.

B. N. IYENGAR,
District Forest Officer.

Abstract Notification dated 26th August 1933.

It is hereby notified for the information of the General Public that the sales of fuel coupes notified to be conducted on 8th September 1933 at Vanivilaspur *vide* page 1041 of Part VI of *Mysore Gazette*, dated 17th August 1933 is postponed to 14th September 1933, the terms of the sales remaining the same.

N. VENKATARAMAIA,
District Forest Officer.